

Polian, 38, comes to Nevada after a year as the special teams coordinator and tight ends coach at Texas A&M, which capped an 11-2 season last week with a win over Oklahoma in the Cotton Bowl. He has coached on both sides of the ball and earned a reputation as one of the top recruiters in the nation in previous coaching roles at Stanford (2010-11), Notre Dame (2005-09), UCF (2004) and Buffalo (2001-03). He replaces Chris Ault, who stepped down on Dec. 28, 2012 after 28 seasons on the sidelines and more than 40 years at Nevada.

"I would like to thank President Johnson and Cary for the incredible opportunity that they have presented me with," Polian said. "I cannot express how excited I am to lead the Nevada football program into what will be a very bright future. I also want to take a moment to recognize and thank Coach Ault for the incredible foundation he has laid for Wolf Pack football. It is an honor for me to work to continue that legacy.

"It is a dream come true for me to become a head coach, and there have been many mentors and friends that have helped along the way. Marv Levy, Dom Capers, Tony Dungy and Jim Caldwell are all great men that I learned so much from when they allowed me to spend time around their teams and coaching staffs. Coaches like Nick Saban, Jim Hofher, Charlie Weis, Jim Harbaugh and Kevin Sumlin all influenced me a great deal as I had the pleasure of working for them at various stops in my career. I have no doubt that the lessons that I have learned from all of these great teachers, and from others I have encountered along the way, will serve me well as we begin this journey at Nevada," Polian said.

Hired by Jim Harbaugh at Stanford, Polian's two-year run with the Cardinal was marked by a pair of BCS bowl appearances and two of the top recruiting classes in school history. He served as the special teams coordinator and recruiting coordinator while also coaching the safeties at Stanford. Prior to that, Polian spent five seasons at Notre Dame, earning a number of honors as one of the top recruiters in the country and was a nominee for the AFCA (American Football Coaches Association) Assistant Coach of the Year in 2008.

"Brian brings to Nevada a solid resume and a great vision for the future of Wolf Pack football," Groth said. "He has been mentored by some of the top football minds in the country and he has great experience in all three phases of the game. We're excited to welcome Brian and his family to the Wolf Pack community."

Polian spent one season at Central Florida as the recruiting coordinator and running backs coach and spearheaded recruiting classes that led to the Knights' bowl appearance in 2005. Prior that, he coordinated special teams and coached running backs at the University of Buffalo for three seasons after a previous tenure (1998) with the Bulls. Polian also worked as a graduate assistant at Michigan State (1997) and at Baylor (1999-2000).

A native of The Bronx, New York, Polian graduated from St. Francis High School and played linebacker at John Carroll University from 1993-96. He earned a bachelor's degree in history from John Carroll in 1997 and received his master's in education from Baylor in 2000.

Polian and his wife, Laura, have a son, Aidan, and a daughter, Charlotte.

"My family and I are looking forward to joining the community very soon and we are excited to establish roots in area," Polian said. "Laura and I, and our family, consider ourselves blessed to be able to call the University of Nevada and Reno our new home."

Polian's hire is on the agenda for the Nevada System of Higher Education Board of Regents meeting Friday in Las Vegas.

Polian's Coaching Career

Year School/Team Assignment

1997 Michigan State Graduate Assistant (Offense), Tight Ends, Offensive Line

1998 Buffalo Tight Ends/Assistant Offensive Line

1999-2000 Baylor Graduate Assistant

2001-03 Buffalo Running Backs/Special Teams Coordinator

2004 Central Florida Running Backs/Recruiting Coordinator

2005 Notre Dame Head Special Teams Coach/Defensive Backs Assistant

2006 Notre Dame Head Special Teams Coach/Linebackers Assistant
2007 Notre Dame Inside Linebackers/Special Teams
2008-09 Notre Dame Special Teams Coordinator
2010-11 Stanford Special Teams Coordinator/Recruiting Coordinator/Safeties
2012 Texas A&M Special Team Coordinator/Tight Ends

-- NevadaWolfPack.com --

-- Final Draft --

Chad Hartley

Assistant Athletics Director, Media Services

University of Nevada

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Jane F Tors

From: Jane F Tors
Sent: Monday, January 07, 2013 1:08 PM
To: Chad Hartley; Cary Groth; Michael S Samuels
Subject: RE: Draft

Well done, Chad. You should be able to see my edits below in blue. To explain a few of them:
In first paragraph, we capitalize titles when they appear before the name.
In fifth, changed "stops" to "coaching roles," to convey more stability.
In seventh, have suggested a loose attribution to the Stanford recruiting classes. See what you think. Also, AFCA is new to me so perhaps spell out?

You'll see a note on his high school and possible editor's note. Consider the editor's note entirely optional – you can keep that information in the release. I continue to wonder if we ought to indicate that contract terms will be available later this week. See what you think of phrase in editor's note. Not sure we need to say this, but I offer the phrase below to allow us to chew on it.

I'm going to send this draft to the President. If he is available, he may want to review. He is very good about not letting his schedule slows announcements down. If he can't get to this, I advise that we move forward.

- Jane

From: Chad Hartley
Sent: Monday, January 07, 2013 12:36 PM
To: Jane F Tors; Cary Groth; Michael S Samuels
Subject: Draft

Below is a draft of today's release. I am still waiting for two bits of information to include – a quote from Coach Sumlin and the mentors that Brian wishes to include.

I am also seeking a high-res version of a headshot that Brian wishes to use (different from the one I sent earlier). Please let me know of changes you wish to make.

--draft--

RENO, Nev. – The University of Nevada has reached an agreement with Brian Polian as the recommended candidate to become the 26th head coach in the 106-year history of the Wolf Pack football program. The recommendation from University President Marc Johnson and Athletics Director Cary Groth will be forwarded to the Board of Regents for consideration at its scheduled meeting Friday in Las Vegas.

The proposed agreement calls for a five-year contract for Polian with a base salary of \$475,000, plus incentives. Polian has coached in the collegiate ranks for 16 years with the past eight seasons at BCS schools working alongside some of the top coaches in the nation.

"Brian brings terrific energy and enthusiasm, an impressive and well-grounded coaching philosophy and a tremendous reputation as a recruiter and coach," Johnson said. "These characteristics are even more impressive when you consider the outstanding programs with which he has been affiliated. Our selection of Brian as the finalist candidate follows a national search and interviews with an impressive and diverse pool of candidates.

"I am convinced Brian is the right coach to continue the momentum and lead Wolf Pack football to new levels of success," Johnson said.

Polian, 38, comes to Nevada after a year as the special teams coordinator and tight ends coach at Texas A&M, which capped an 11-2 season last week with a win over Oklahoma in the Cotton Bowl. He has coached on both sides of the ball and earned a reputation as one of the top recruiters in the nation in previous coaching roles at Stanford (2010-11), Notre Dame (2005-09), UCF (2004) and Buffalo (2001-03).

"I would like to thank President Johnson and Cary for the incredible opportunity that they have presented me with," Polian said. "I cannot express how excited I am to lead the Nevada football program into what will be a very bright future. I also want to take a moment to recognize and thank Coach Ault for the incredible foundation he has laid for Wolf Pack football. It is an honor for me to work to continue that legacy."

Hired by Jim Harbaugh at Stanford, Polian's two-year run with the Cardinal was marked by a pair of BCS bowl appearances and {what has been called} the top two recruiting classes in school history. He served as the special teams coordinator, recruiting coordinator and also coached the safeties at Stanford. Prior to that, Polian spent five seasons at Notre Dame, earning a number of honors as one of the top recruiters in the country and was a nominee for the AFCA {SPELL OUT?} Assistant Coach of the Year in 2008.

"Brian brings to Nevada a solid resume and a great vision for the future of Wolf Pack football," Groth said. "He has been mentored by some of the top football minds in the country and he has great experience in all three phases of the game. We're excited to welcome Brian and his family to the Wolf Pack community."

Polian spent one season at Central Florida as the recruiting coordinator and running backs coach and spearheaded recruiting classes that led to the Knights' Sheraton Hawai'i Bowl appearance in 2005 against Nevada. Prior that, he coordinated special teams and coached running backs at Buffalo for three seasons after a previous tenure (1998) with the Bulls. Polian also worked as a graduate assistant at Michigan State (1997) and at Baylor (1999-2000).

A native of The Bronx, New York, Polian {ATTENDED? GRADUATED FROM?} St. Francis High School and played linebacker at John Carroll University from 1993-96. He earned a bachelor's degree in history from John Carroll in 1997 and received his Master's in education from Baylor in 2000.

Polian and his wife, Laura, have a son, Aidan, and a daughter, Charlotte.

"My family and I are looking forward to joining the community very soon and we are excited to establish roots in area," Polian said. "Laura and I, and our children, Aidan and Charlotte, consider ourselves blessed to be able to call the University of Nevada and Reno our new home."

Polian's hire is on the agenda for the Nevada System of Higher Education Board of Regents meeting Friday in Las Vegas. Polian will be introduced on campus later this week and will also be made available to media at that time. {See possible editor's note below}

Polian's Coaching Career

Year School/Team Assignment

1997 Michigan State Graduate Assistant (Offense), Tight Ends, Offensive Line

1998 Buffalo Tight Ends/Assistant Offensive Line

1999-2000 Baylor Graduate Assistant

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2006 Notre Dame Head Special Teams Coach/Linebackers Assistant

2007 Notre Dame Inside Linebackers/Special Teams

2008-09 Notre Dame Special Teams Coordinator

2010-11 Stanford Special Teams Coordinator/Recruiting Coordinator/Safeties
2012 Texas A&M Special Team Coordinator/Tight Ends
--draft--

Editor's note: Plans are being set for Brian Polian to be Introduced on campus later this week and he will also be available to media at that time. Additional terms of his contract will also be available later this week.

Chad Hartley

Assistant Athletics Director, Media Services

University of Nevada

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Jane F Tors

From: Jane F Tors
Sent: Monday, January 07, 2013 12:09 PM
To: Chad Hartley
Cc: Michael S Samuels; Cary Groth; Jane Tors
Subject: FW: for Marc's review ASAP

I'll send the Regents update below. Chad, note that Marc asked that it specifically say "first-year, base salary" – you might use this phrase in the release. The quote from Marc below is good to go as well.

- Jane

From: Jane F Tors
Sent: Monday, January 07, 2013 11:58 AM
To: Marc Johnson; Janet Sanderson
Cc: Cary Groth; Jane F Tors
Subject: for Marc's review ASAP

Here are two elements which should be reviewed by Marc prior to their release. If I don't hear back by about 12:30, we will move forward.

DRAFT Regents update:

Re: Update on University football coach

Regents,

Following a national search and interviews with a diverse pool of highly qualified candidates, Brian Polian, an assistant coach at Texas A&M, will be recommended to the Board of Regents as the finalist candidate for the position of Wolf Pack Football head coach. Through discussions with University President Marc Johnson and Athletic Director Cary Groth, the terms of the agreement include a first-year, base salary of \$475,000 and an initial five-year contract. We anticipate that the contract may be available to you as early as today, and will be forwarded to you through the Nevada System of Higher Education.

We plan to publicly confirm Brian Polian as the recommended finalist candidate and to disclose the anticipated base salary this afternoon. While we need to be prepared to publicly disclose the contract this week, perhaps as early as tomorrow, please know our timeline calls for members of the Board of Regents to see it prior to public release.

- Jane

DRAFT: Marc Johnson quotes for today's news release

{Note, Cary will speak to mentors and recruiting experience}

Brian brings terrific energy and enthusiasm, an impressive and well-grounded coaching philosophy and a tremendous reputation as a recruiter and coach. These characteristics are even more impressive when you consider the outstanding programs with which he has been affiliated. I am convinced Brian is the right coach to continue the momentum and lead Wolf Pack Football to new levels of success.

Our selection of Brian as the finalist candidate follows a national search and interviews with an impressive and diverse pool of candidates.

- Jane

Jane Tors
Executive Director Media Relations
University of Nevada, Reno
Jones Center / MS 108 / Reno, NV 89557
jtors@unr.edu
775-784-1880 (o)
775-784-1422 (f)
775-240-8686 (m)
Visit our online newsroom for journalists at <http://newsroom.unr.edu/>

Jane F Tors

From: Jane F Tors
Sent: Saturday, January 05, 2013 5:49 PM
To: Marc Johnson
Cc: Cary Groth; 'tturner@collegiatesportsassociates.com'
Subject: Re: Tweet by Bruce Feldman

Cary is pulling in Chad (athletics media services). We will begin to get ready for the pre-regents-meeting announcement - perhaps we can move the timeline for this up. From my view on the sidelines, I agree that formal confirmation is needed first.

This is an uncomfortable period media-wise, and we might be in this place for a day or two. However, it is short term. We do need to monitor be mindful of the pressure it creates for Brian though.

- Jane

From: Marc Johnson
Sent: Saturday, January 05, 2013 05:37 PM
To: Jane F Tors
Cc: Cary Groth; tturner@collegiatesportsassociates.com <tturner@collegiatesportsassociates.com>
Subject: Re: Tweet by Bruce Feldman

Cary and I are at the women's BB game. We're getting lots of press calls. We'll need some kind of announcement as soon as we actually have acceptance of a deal but not before. We will be fine by Friday.

Sent from my iPhone

On Jan 5, 2013, at 4:51 PM, "Jane F Tors" <jtors@unr.edu> wrote:

FYI...

From: Chad Hartley
Sent: Saturday, January 05, 2013 04:39 PM
To: Jane F Tors
Subject: Tweet by Bruce Feldman

Truth?

Bruce Feldman (@BFeldmanCBS)

1/5/13, 4:16 PM

Texas A&M stc Brian Polian has been offered and is expected to become the next Nevada head coach, a source to CBS.



-Chad (via iPhone)

Mary Dugan

From: Patricia A Richard
Sent: Monday, January 07, 2013 4:40 PM
To: Scott Wasserman (scott_wasserman@NSHE.nevada.edu); Jessica McMullen (jessica_mcmullen@nshe.nevada.edu)
Cc: Janet Sanderson; Mary Dugan; Jannet M Vreeland; Patricia A Richard; Marc Johnson
Subject: University of Nevada, Reno Head Football Coach materials for January 11, 2013 Special Board of Regents Meeting
Attachments: UNR Head Football Coach Contract 2013 2.pdf; UNR 2013 01 07 Head Coach Summary.docx; UNR Head Football Coach CV 2013.pdf

Scott,

Attached are the documents pertaining to the Board of Regents Agenda Item Titled: University of Nevada, Reno Head Football Coach Agreement. My understanding is that this information will be forwarded to the Board of Regents for their review prior to Friday's meeting. Thank you for your assistance. Please contact me if you have any questions or concerns.

Regards,

Patricia Richard
Assistant Vice President for Constituent Relations
Director of Integrated Marketing
Clark Administration Room 201
University of Nevada, Reno/0001
Reno, NV 89557
Ph: 775-784-4805
Fax: 775-784-6429
prichard@unr.edu

Name: Brian Polian

University of Nevada, Reno
Head Football Coach
Summary of Terms

Term: 01/12/2013 through 01/11/2018 Pg. 2

Funding: Employee's salary is paid through self-supporting accounts and budgeted annually.

Compensation: \$ up to \$775,000; as of 7-1-14, up to \$825,000 total per fiscal year
\$ 475,000 Base Salary per fiscal year Pg. 10, increase to \$525,000 7/1/14
\$ up to 50,000 Media/Public Appearances Fee per fiscal year Pg. 12
\$ up to \$250,000 Other Pg. 18 Academic Performance Incentives: up to \$50,000
Pg. 17 Post-Season Competition: up to \$125,000
Pg. 13 National TV & tickets: up to \$75,000

Pg. 12 Tax Deferred Compensation: N/A

Pg. 12 Country Club Membership: up to \$10,000

Pg. 11 Automobile allowance: Courtesy Car

Pg. 12 Host Account: up to \$10,000

Pg. 11 Tickets: 12 FB season tixs/4 season tixs
all other sports

Pg. 17 Post Season Incentives:

Pg. 17 Conf Champ & BCS Bowl: \$100,000

Pg. 17 Bowl Games-Non BCS & Conf. Champ:
\$50,000; NCAA Sanc. Bowl: \$15,000

Pg. 17 Rankings: \$15,000

Pg. 18 Coach of the Year Award: \$10,000

Pg. 12 Other Compensation: Media appearances up to \$50,000; Pg. 13; up to \$75,000 for nationally televised games and increased season ticket sales.

Pg. 18 Academic performance incentives: APR single year rate of 940: \$25,000; APR multi-year rate of 960: \$15,000; NCAA Academic Americas \$5,000/each

Fringe Benefits: The employee will be entitled to standard fringe benefits provided to University employees, including insurance, sick leave and retirement contributions. Pg. 10

Employee:

X will _____ will not earn annual leave. Pg. 10
_____ will X will not be eligible for cost of living (COLA). Pg. 10
_____ will X will not be eligible for merit pay adjustments to his/her base salary. Pg. 10
_____ will X will not be entitled to a reasonable amount of compensated personal leave
upon written approval of the Athletic Director. Pg. 10

Reassignment: Employee X may _____ may not be reassigned. Pg. 3

Termination: Pg. 19 University Payment if Terminate Without Cause: Base salary for remainder of term
Pg. 24 Employee's Payment if Terminate Without Cause: Pgs. 24, 25 - base salary for
remainder of term plus, if before 01/01/15, \$1,000,000.00

Pg. 9 Evaluations: 40% Competitiveness
40% Academics and rules compliance
10% Institutional goals, including diversity, and citizenship
10% Program administration

This Summary of Terms is not part of the Employment Agreement. In the event of any discrepancy between this Summary of Terms and the Employment Agreement, the Employment Agreement controls.

U00056

HEAD COACH EMPLOYMENT AGREEMENT

Between

**The BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION**

On behalf of

the University of Nevada, Reno

And

BRIAN POLIAN

This Head Coach Employment Agreement (this "**Agreement**") is effective this 11th day of January, 2013, contingent upon the approval of the Board of Regents of the Nevada System of Higher Education, by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno (the "**University**"), and Brian Polian (the "**Head Coach**" or the "**Employee**"). Concurrent with this Agreement, the parties shall also execute, on an annual basis for each academic year, a "Terms of Employment for Faculty," or successor document, which said document shall incorporate this Agreement, together with its accompanying document called the University Personnel/Payroll Action Form (PAF), or successor document, along with all other documents or forms reasonably required by the University to effectuate the terms of this Agreement.

ARTICLE I - PURPOSE

The University and the Head Coach have entered into this Agreement because the University desires to contract the Employee for the period set forth in Article 3 with the Employee's assurance that he/she will serve the entire term of this Agreement, a long-term

commitment by the Employee being critical to the University's desire to run a stable athletic program. The University and the Employee agree that head coaches of intercollegiate athletic teams at the University conduct their professional activities under circumstances unique in the University community and among University employees, including evaluation and scrutiny of program performance by the public and the news media and control by external rules and regulations, including without limitation the rules and regulations of the National Collegiate Athletic Association ("NCAA") and the athletic conference of which the University is a member (the "**Conference**"). These circumstances justify job security and commitment by the Employee longer than one year but less than a continuous appointment. The Employee desires to obtain the opportunities of employment with the University which are set forth in this Agreement. For these reasons, the University has agreed to employ the Employee and the Employee has promised to be employed by the University upon the terms and conditions set out in this Agreement.

ARTICLE II – PUBLIC DOCUMENT

The parties agree that this Agreement is a public document and that the University may release copies of this Agreement to persons requesting the same.

ARTICLE III – TERM OF EMPLOYMENT AND NOTICE OF NON-RENEWAL

The Employee's employment hereunder shall commence January 12, 2013, subject to the approval of the Board of Regents of the Nevada System of Higher Education, and shall continue until this Agreement terminates upon the close of business at the University on January 11, 2018, (the "**Term**"), provided, that this provision is subject to the terms and conditions of Article VI hereof concerning termination and Article VII hereof concerning restrictions on competition, and neither party shall have any right to terminate this Agreement prior to the close of business at the University on January 11, 2018, except as provided therein.

THE PARTIES TO THIS EMPLOYMENT AGREEMENT EXPRESSLY UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS ARTICLE CONSTITUTE THE NOTICE TO THE EMPLOYEE OF THE NONRENEWAL OF HIS/HER EMPLOYMENT AT THE UNIVERSITY AND THAT HIS/HER EMPLOYMENT WILL TERMINATE UPON THE CLOSE OF BUSINESS AT THE UNIVERSITY ON THE DATE SET FORTH IN THIS ARTICLE III, AND THAT, NOTWITHSTANDING ANY PROVISION OF THE NEVADA SYSTEM OF HIGHER EDUCATION CODE TO THE CONTRARY, NO OTHER NOTICE OF NONRENEWAL OF EMPLOYMENT SHALL BE REQUIRED.

ARTICLE IV – POSITION

4.01. Employment As Head Football Coach Of University.

The Employee is hereby employed by the University. Throughout the term of this Agreement, the Employee shall use his/her best full-time energies and abilities for the exclusive benefit of the University. The Employee shall serve as the Head Coach of the University's Football program (the "**Program**"), and the Employee, as Head Coach, shall also serve as the primary and responsible administrator of the Program. As such, the Employee is an "administrator" as that term is defined by the policies, rules and regulations of the Board of Regents of the Nevada System of Higher Education and University may reassign Employee in accordance with Nevada System of Higher Education Code (hereinafter "**Code**"), Title 2, Chapter 5, Section 5.4.8, as such section may be amended from time to time.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

4.02. Description Of Employee's Responsibilities.

a. Recognition Of Duties. The Employee agrees to be a loyal employee of the University. The Employee agrees to devote his/her best efforts full time to the performance of his/her duties for the University, to give proper time and attention to furthering his/her responsibilities to the University and to comply with all rules, regulations, policies, and decisions established or issued by the University, the NCAA, and the Conference and to comply with all rules, regulations, policies, and decisions established or issued by the athletic department of the University (the "**Athletic Department**"). The Employee agrees that, notwithstanding any provision of Article 5.08 herein, during the terms of this Agreement, he/she will not engage, directly or indirectly, in any business which would detract from his/her ability to apply his/her best efforts to the performance of his/her duties hereunder. Subject to the provisions of Article 5.08, the Employee also agrees not to usurp any corporate or competitive opportunities of the University.

b. General Duties And Responsibilities Of Employee. During the Term, the Employee agrees to undertake and perform properly, efficiently, to the best of his/her ability and consonant with the standards of the University all duties and responsibilities attendant to the position of Head Coach of the Program as set forth in Article 4.02(c.) below. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the NCAA and all NCAA and University rules and regulations relating to his/her conduct and administration of the Program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof, as well as the applicable constitution, bylaws, rules and regulations of the Conference. In the event that the Employee becomes aware of, or has reasonable cause to believe that violations of any NCAA constitution, bylaws, rules or regulations, or official interpretations thereof, may have taken place, he/she shall report the same promptly to the University's Director of Intercollegiate Athletics ("**Athletic Director**") or

designee. It is further understood that Employee is individually responsible for compliance with the policies of NSHE, the University, including, but not limited to, those of its Athletic Department, and with the rules and regulations of the NCAA and the Conference and the constitution, bylaws, rules, regulations and official interpretations thereof, as may be in effect from time to time, and for reporting violations and potential violations thereof to the Athletic Director. The Employee agrees to adhere to, respect and follow the academic standards and requirements of the University in regard to the recruiting and eligibility of prospective and current student athletes for the Program. All academic standards, requirements and policies of the NSHE and University shall also be observed by the Employee and members of his/her staff, including assistant coaches, at all times and shall not be compromised or violated at any time. It is the goal and desire of both the University and Employee that student athletes in the Program perform at the highest possible academic level. As Head Coach, the Employee will publicly support the mission and policies of the Athletic Department. Employee shall not exhibit any behavior that brings Employee or University into public disrepute, contempt, scandal or ridicule or in any behavior that is unfavorable to the reputation or ethical standards of NSHE or University. In his/her position as Head Coach of the Program, the Employee is held directly accountable for these general responsibilities relating to the Program: implementation of the budget for the Program and the recruiting, training, supervision, evaluation and performance of student athletes and coaching staff. As Head Coach of the Program, Employee shall be positive in supporting the Program, the Athletic Director, the Athletic Department, and the University.

c. Duties And Responsibilities While Employed As Head Coach. The duties and responsibilities assigned to the Employee in connection with this position as Head Coach of the Program are as set forth below. The Employee's specific job duties and responsibilities shall be reviewed, assigned and revised from time to time, after consultation with the

Employee, by the Employee's reporting supervisor, the Athletic Director. The duties and responsibilities are not exclusive of the other general duties and responsibilities provided for elsewhere in this Agreement.

i) Specialized Position

The position of Head Coach of the Program is a specialized professional position. The Employee is responsible for evaluating, recruiting, training and coaching student athletes to compete successfully against major college competition in a quality football program and the Employee is expected to conduct the Program in a manner most beneficial to the University and its Athletic Department.

ii) Coaching

Employee shall participate in the instruction and coaching of student-athletes and shall effectively apply experience in recruiting, training and coaching of student-athletes.

iii) Recruiting

Employee shall determine evaluation schedules for high school contests and junior college contests, as appropriate, to interview and recruit prospective student-athletes.

iv) Rules Compliance

Employee shall work within the confines of rules, regulations, guidelines and policies of the Athletic Department, the NCAA and the Conference. Employee shall have complete knowledge of the rules and regulations governing intercollegiate athletics and maintain strict compliance therewith and attend all department-wide rules education meetings unless the Athletic Director or designee gives prior approval for absence from such meetings.

v) Good Sportsmanship

Intercollegiate athletics contests shall be conducted in a sportsmanlike manner. It is the responsibility of Employee to ensure that all student-athletes, coaches and staff who are associated with the Program conduct themselves in a sportsmanlike manner. Employee shall, and shall ensure that all student-athletes, coaches and staff, exhibit ethical behavior at all NCAA and Conference competitions and shall conduct themselves in accordance with the rules of the NCAA and the Conference and the playing rules of the respective sports. Employee shall, and shall ensure that all student-athletes, coaches and staff, refrain from making negative comments regarding an opposing institution or its players, teams, coaches/staff or game officials, and shall create a healthy environment for competition.

vi) Fiscal Management

Employee is responsible for all aspects of fiscal management related to the Program. The Employee, in conjunction with the Athletic Director may be required to assist in securing outside funding to meet other basic needs of the Program or to enhance the overall Athletic Department programs, if necessary.

vii) Support Academic Mission

Employee shall work towards integration of intercollegiate athletics and the experience for each student-athlete into the whole spectrum of academic life and to complement the University and its mission.

viii) Other Specific Duties and Responsibilities

All other duties and responsibilities will be assigned by the Athletic Director or designee, and will be reasonably related to the position of Head Coach for the sport in which Employee serves as Head Coach.

4.03. Employee May Be Disciplined for Violations of NCAA Rules and Regulations.

If the Employee is found to have violated NCAA rules and regulations during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. If the Employee is found to be in violation of NCAA, Conference or University rules and regulations while employed by the University, the Employee shall also be subject to disciplinary or corrective action as set forth in the NCAA and/or University enforcement procedure and/or as set forth below in Article 6.01(c) and (d). The Employee may be suspended for a period of time, without pay, or the employment of the Employee may be terminated as provided in Article 6.01 (c) and (d) hereof. Employee may also be disciplined in accordance with Code Chapter 6, Section 6.6, as such section may be amended from time to time.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

4.04 Reporting Relationship.

The Employee shall report to the Athletic Director. The Employee is expected to work closely with a variety of athletic departments and University staff on all matters affecting the Program or otherwise connected with the discharge of his/her duties as an employee of the University.

4.05 Periodic Personnel Evaluations.

The Employee's performance of his/her job duties and responsibilities, distinguished from his/her win-loss record, will be evaluated by his/her reporting superior periodically on the duties and responsibilities set forth in this Agreement according to the following categories:

- 40% Competitiveness;
- 40% Academics and rules compliance;
- 10% Institutional goals, including diversity, and citizenship and;
- 10% Program administration.

These evaluations also will take into account prior evaluations and the expectations and goals set for the Employee in such prior evaluations. Academic achievement shall include but not be limited to maintenance of the academic performance rate (APR) as described in Article 5.10. In addition, each year that the Employee serves as Head Coach of the Program, the Employee will be responsible for evaluating assistant coaches, who shall be evaluated on the same basis as performance evaluations are done for other professional employees of the University.

ARTICLE V – COMPENSATION

In consideration for the promises Employee has made in entering into this Agreement, the Employee shall be entitled to the compensation as described below. All payments, including non-cash consideration and benefits, by the University are subject to normal

deductions and withholding of all applicable state, local and federal taxes, including all provisions, regulations and guidelines of the Internal Revenue Code, and for any retirement or other benefits to which the Employee is entitled or in which he/she participates, and are subject to the terms and conditions of Article VI hereof concerning termination of this Agreement and Article VII hereof concerning restrictions on competitive employment.

5.01. Base Salary.

The base salary paid by the University to the Employee for his/her services and satisfactory performance of the terms and conditions of this Agreement shall be at the base rate of **\$475,000.00 until July 1, 2014, when such base rate shall increase to \$525,000.00** ("Base Salary") per fiscal year (a fiscal year begins on July 1 and ends the following June 30), prorated to the portion of the fiscal year the Employee is actually employed, and payable in equal monthly installments by the University to the Employee on the first working day of each consecutive calendar month during the Term. Notwithstanding this Article 5.01, in the event there are salary reductions throughout the Nevada System of Higher Education for any fiscal year during the Term, Employee's salary shall be reduced by the same percentage and in the same manner as other non-tenured faculty of University through the mechanisms required by the Board of Regents, such as, for example, pay cuts and unpaid leave days.

5.02 Fringe Benefits.

The Employee shall be entitled to the standard fringe benefits provided to all other professional employees of the University including, but not limited to, retirement contributions based upon the compensation paid pursuant to Article 5.01 of this Agreement, insurance and annual leave and sick leave, but excluding merit increases and COLA. Employee shall earn 2 days of annual leave per month and may carry over from contract year to contract year up to 48 earned days of annual leave. Notwithstanding any Board of Regents policy, Employee

shall not be paid for unused annual leave upon termination, under any circumstances, of this Agreement.

5.03 Expenses.

The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him/her for the purpose of and in connection with the performance of his/her duties under this Agreement, including, but not limited to, expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with standard reimbursement rates and procedures of the University upon presentation to the University of standard travel reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail. In addition, the University will provide the Employee's spouse with team travel privileges to all away games at the standard state per diem rate.

5.04. Automobiles.

The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, either an automobile allowance or, on a loan basis, a courtesy car for the use of the Employee for so long as the Employee serves as Head Coach of the Program. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in his/her use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.

5.05. Season Tickets and Memberships.

a. The University shall make available to the Employee, upon request, skybox family privileges for up to twelve (12) season tickets to the University's football team's home games.

b. The University shall make available to the Employee, upon request, four (4) complimentary season tickets for all other sports.

c. The University shall make available to the Employee, upon request, a country club membership ,including mandatory annual fees not to exceed \$10,000.00.

5.06 Appearances and Hosting.

a. Television, Radio, and Personal Appearances

At the Athletic Director's direction, Employee shall participate in television, radio, and personal appearances. As compensation for television, radio, and personal appearances, University shall pay Employee up to the sum of \$ 50,000.00 annually as follows:

1. Weekly coaches' television show: \$25,000.00
2. Weekly coaches' radio show: \$15,000.00;
3. Personal appearances: \$10,000.00 .

Personal appearances may include, but shall not be limited to, coaches caravans, athletic department sponsored functions, and other events required by University contracts with sponsors or other parties.

b. Hosting Account

University shall provide Employee up to \$ 10,000.00 for hosting activities undertaken as Head Coach of the Program; Employee shall comply with all Board of Regents, University, and Athletic Department policies governing Hosting Accounts.

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5.07 Other Compensation

Incentives: Employee may earn up to an additional \$75,000.00 per contract year for the following:

- a.. National Television (Mountain West Conference National Exposure Bonus System):
 - 1. Per weekday game: \$15,000.00;
 - 2. Per Saturday game: \$25,000.00.
- b. Paid Football Season Ticket Sales Increase: For every 5,000 season tickets sold above 10,000 tickets, University shall pay Employee \$10,000.00.

5.08. Opportunities to Earn Outside Income.

While the Employee is employed as Head Coach of the Program, he/she shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions:

a. General Provisions Concerning Outside Income. The following general terms and conditions shall apply to each case in which the Employee seeks to or makes arrangements for activities to earn outside income as a result of being Head Coach of the Program.

- 1. University Obligations are Primary. Such outside activities shall not interfere with the full and complete performance by the Employee of his/her duties and obligations as a University employee, recognizing always that the Employee's primary obligations lie with the University and its students.
- 2. Laws and University, NCAA and Conference Rules Control. In no event shall the Employee accept or receive directly or indirectly any monies, benefit or any other gratuity whatsoever from any person, corporation, University booster club or alumni association or other benefactor if such action would violate: (1) the

laws of the State of Nevada or of the United States of America; (2) the Code, any other provisions of the NSHE Board of Regents Handbook, or rules or policies of the University or its Board of Regents; or (3) NCAA legislation or the constitution, bylaws, rules and regulations, or interpretations thereof, or of the Conference, as now or hereafter enacted. Changes or amendments of such laws, legislation, constitution, bylaws, policies, rules and regulations or interpretations thereof shall automatically apply to this Agreement without the necessity of a written modification of this Agreement or of notification to Employee.

3. University Approval is Required. To the extent required by NCAA regulations and as provided in this Agreement, the Employee shall obtain the advance written approval of the University's President, through the Athletic Director, before entering into agreements to receive outside income, which approval shall not be unreasonably withheld.

4. University is Not Liable: ANY ARRANGEMENTS FOR OUTSIDE COMPENSATION AND THE ACTIVITIES THEREUNDER ARE INDEPENDENT OF THE EMPLOYEE'S UNIVERSITY EMPLOYMENT, AND THE UNIVERSITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PAYMENT OF OUTSIDE COMPENSATION OR FOR ANY CLAIMS ARISING THEREFROM UNDER ANY CIRCUMSTANCES WHATSOEVER.

b. Commercial Endorsement. Subject to the provisions of Article 5.08 (a) hereof, the University and the Employee agree that the Employee may undertake commercial endorsements of products and services in which he/she is identified as the Head Coach of the Program, but that he/she may not otherwise associate the University's name with an

endorsement and provided that all such endorsements must cease at the termination of this Agreement or at such time as Employee stops serving as Head Coach of the Program.

c. Income from Written and Video Materials. Subject to the provisions of Article 5.08 (a) hereof, the Employee may write and release books and magazine and newspaper articles, columns or video productions in connection with his/her position as Head Coach of the Program. The Employee agrees to act in a professional manner in all such matters and shall in no way disparage the Nevada System of Higher Education, the University, their activities, programs, regents, officers, employees or agents.

d. Summer Camp. Subject to the provisions of Article 5.08(a) hereof and, subject to the availability of the facilities in question, for so long as the Employee serves as Head Coach of the Program, the Employee shall have the opportunity to use University facilities in connection with a summer camp run by the Employee and using his/her name, provided that the University is reimbursed by the Employee for its actual and overhead expenses incurred in making the facilities available, and upon such conditions as may be required from time to time by the University's administration. For any and all camps and/or clinics the Employee may conduct, the Employee shall purchase comprehensive general liability insurance with limits set forth by the University and which shall name the Board of Regents of the Nevada System of Higher Education as an additional insured. Prior to the commencement of such camps and/or clinics, Employee shall provide the Athletic Director with certificates of insurance evidencing such insurance. The University may waive the insurance requirements if it is determined in the best interest of the University to conduct the camps and/or clinics through a division or department of the University. Any profits made by the Employee from this enterprise, after deducting any fees that may be due to the University for conducting the camps and/or clinics through a division or department of the University, shall be retained by him/her solely. Employee may direct the University to distribute this supplemental

compensation, or a part thereof, to his/her assistant coaches as supplemental compensation to them upon the written approval of the Athletic Director. Employee shall hold harmless and defend Employer from any and all liability arising from any camp he/she conducts.

e. Shoe, Apparel and Equipment Contracts. Subject to the provision of Article 5.08(a) hereof, the Employee may retain any monies offered by shoe, apparel or equipment manufacturers or sellers in exchange for an agreement that the Program's team shall wear its shoes, apparel or equipment during competition or that the Employee shall wear, promote, endorse or consult with the manufacturer or seller concerning the design and/or marketing of such shoes, apparel or equipment, provided that such agreements are in writing, do not extend beyond the term of this Agreement and must be coterminous with the Employee's termination of employment or the date Employee stops serving as Head Coach of the Program, whichever is earlier, and do not conflict with any shoe, apparel and equipment contracts of the Athletic Department as determined by the Athletic Director.

f. Payment Disbursement. All contracts under Article 5.08(e) of this Agreement shall require payment be disbursed through the Athletic Department. Such disbursements by the Athletic Department shall be made within a reasonable period upon receipt of said monies. In no event shall the University be liable for any payment or disbursement of monies unless and until the University receives said monies for disbursement. The University shall use those efforts it deems appropriate to collect monies owing.

g. Disclosure of Outside Income. In accordance with NCAA regulations, the Employee shall report annually in writing to the President of the University, through the Athletic Director, on or before June 30 of each fiscal year, all athletically-related income from sources outside the University, including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and

the University shall have reasonable access to all records of the Employee necessary to verify such report. In addition, in accordance with NCAA regulations, Employee may be required to report outside income directly to the NCAA.

5.09. Supplemental Compensation if Team Participates in Post-Season Play.

During his/her employment as Head Coach of the Program, the Employee shall have the opportunity to earn supplemental compensation in the amounts and upon the conditions set forth below, based upon the exceptional performance of the Program's team's participation in post-season based games and for the extra services required of the Employee in preparation for and participation in such post-season games. The Employee may direct the University to distribute this supplemental compensation, or a part thereof, to his/her assistant coaches as supplemental compensation to them upon the written approval of the Athletic Director. The University shall pay Employee up to \$125,000.00 annually as follows:

- a. Conference Championship and BCS Bowl Appearance. For winning the Conference championship/participating in a BCS Bowl Appearance, the University will pay the Employee the sum of \$100,000.00.
- b. Conference Championship and Non-BCS Bowl Appearance. For winning the Conference championship/participating in a non-BCS Bowl Appearance, the University will pay the Employee the sum of \$50,000.00.
- c. NCAA Sanctioned Bowl Game. In the event that the Program's team does not win the Conference championship but participates in an NCAA sanctioned bowl game, the University will pay the Employee the sum of \$15,000.00.
- d. Post-Season Ranking. If the University Program's team is in the season-ending USA Today Top Twenty Coaches Poll, the University will pay the Employee the sum of \$15,000.00.

e. Conference Coach of the Year. If Employee is selected as Coach of the Year of the Conference, the University will pay Employee the sum of \$10,000.00.

5.10. Academic Performance.

Commencing with the academic year 2013-14, and each academic year thereafter for the term of this Agreement, the Employee will be expected to maintain a minimum academic performance rate (APR), currently 925, as established by the NCAA or the Conference, whichever is the higher, for all athletes on the Program's team. Employee shall require all athletes on the Program's team to follow all academic procedures established by the Athletic Department.

University shall pay Employee up to \$50,000.00 annually for the following academic achievements:

- a) NCAA APR single year rate of 940: \$25,000.00.
- b) NCAA APR multi-year rate of 960: \$15,000.00.
- c) NCAA Academic Americas: \$5,000.00 for each.

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ARTICLE VI – TERMINATION

6.01. Termination by University.

The Employee recognizes that his/her promise to remain as Head Coach of the Program through the entire term of this Agreement is of the essence of this Agreement to the University. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Agreement prior to the completion of its entire term, as follows:

a. Termination By University Without Cause. Notwithstanding any provision of the Code to the contrary, at any time after commencement of this Agreement, the University may terminate this Agreement by giving thirty (30) days' written notice to the Employee, such termination to become effective no earlier than thirty (30) days after receipt of such written notice.

In the event the University terminates this Agreement without cause, the University shall pay to the Employee, as liquidated damages, an amount equal to the Employee's Base Salary, exclusive of any benefits whatsoever, for the period remaining in the Term of this Agreement, to be paid on a monthly basis prorated over the remainder of the Term of this Agreement or to be paid annually, the choice between monthly or annual payment being in the sole discretion of the University. The University shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the University's termination of this Agreement without cause.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation or outside compensation relating to his/her employment at the

University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by the University and acceptance thereof by the Employee shall constitute adequate and reasonable compensation to the Employee for damages and injury suffered because of such termination by the University. The foregoing shall not be, nor be construed to be, a penalty.

b. Automatic Termination upon Death or Disability of Employee. This Agreement terminates upon the Employee's death. Notwithstanding any provision of the Code to the contrary, in addition to any benefits which may be paid to the estate of the deceased Employee from insurance, retirement or any other source, the University shall pay to the Employee's estate the Employee's salary through the day death occurred together with one-twelfth of the Employee's base salary.

Upon total or permanent disability of the Employee, within the meaning of the University's disability insurance for employees, the Employee is required to first use all unused, accrued sick and annual leave, if applicable under University policies, and then the Employee is entitled to the extended, salaried sick leave benefit for catastrophic illnesses authorized by the University for its employees, provided the Employee meets the conditions of the Board of Regents' policy for such sick leave. Upon the expiration of the extended, salaried sick leave benefit for catastrophic illnesses or the period of six (6) months, whichever comes last, this Agreement shall automatically terminate and the Employee shall be entitled to benefits as provided by the University's long-term disability insurance coverage. Benefits provided under this article are calculated on the Base Salary as set forth in Article 5.01 of this Agreement.

c. Termination by University for Cause. The University shall have the right to terminate this Agreement for cause at any time. The term "cause" shall include, in addition to

and as examples of its reasonable and customary meaning in employment contracts, any of the following:

1. Insubordination, including but not limited to, failure to follow instructions from the Athletic Director, failure to comply with Athletic Department policies and procedures, failure to fulfill the duties and responsibilities of Head Coach as specified in this employment agreement or as reviewed, assigned, and revised in accordance with Article 4.02 of this Agreement;
2. Deliberate and serious violations of the duties outlined in Article 4.02 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;
3. Any conduct of the Employee in violation of any criminal statute of moral turpitude;
4. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Nevada System of Higher Education, the NCAA or the Conference, which violation may, in the sole judgment of the University, reflect adversely upon the University or its Athletic Department, including any violation which may result in the University being sanctioned by the NCAA or the Conference, and including any violation which may have occurred during prior employment of the Employee at another NCAA member institution;
5. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA or the Conference, by Employee or student athletes in the Program, which violation may, in the sole judgment of the University, reflect adversely upon the University or the

programs of its Athletic Department, including any violation which may result in the University being sanctioned by the NCAA or the Conference;

6. Conduct of the Employee which, in the sole judgment of the University, is seriously prejudicial to the best interests of the University or its Athletic Department or which violated the University's mission;

7. Prolonged absence from duty without the written consent of the Employee's reporting superior; or

8. Any cause adequate to sustain the termination of any other University employee under the provisions of the Code.

d. Determination of Cause and Employee's Right to University Hearing.

Notwithstanding the provisions of the NSHE Board of Regents Handbook, specifically, Title 2, Chapter 6, if the Athletic Director provides a written recommendation to the President of the University, that Employee's employment be terminated for cause, a review hearing may be held by a review committee to consider the evidence on the issue of cause. The review committee shall be composed of the Provost or Vice Provost, the Vice President for Student Services and the chief Human Resources officer, or their designees (collectively, the "**Review Committee**"). The Provost or Vice Provost, or his/her designee, shall chair the Review Committee. The Employee shall be provided with a copy of the Athletic Director's written recommendation for termination for cause. The review hearing shall be held within a reasonable time. The Employee and the Athletic Director, who shall present the evidence at the review hearing, shall be given no less than five (5) working days' written notice of the review hearing date. The review hearing shall be informal in nature. Neither party shall be represented by legal counsel at the review hearing. No later than three (3) calendar days prior to the review hearing, the Athletic Director and the Employee shall exchange copies of the documentary evidence they intend to present and lists of the names, addresses and

telephone numbers of all witnesses, and shall disclose any physical evidence they intend to present.

The Provost or Vice Provost, or his/her designee, shall preside over the review hearing, shall make decisions concerning the order of the presentation and the relevance of evidence, and may limit the amount of time the parties have to present evidence.

Upon the completion of the presentation of the evidence, the Review Committee shall deliberate and make a written recommendation to the President whether cause supports the proposed termination. Within a reasonable time of receipt of the Review Committee's recommendation, the President shall inform the Athletic Director and the Employee of his/her decision in writing and, in the event the President's decision is termination, he/she will set the effective date of the termination in his/her decision. The president's decision is final; there is no appeal.

e. University's Obligations Upon Termination for Cause. In the event this Agreement is terminated for cause in accordance with the provisions of Article 6.01 (c) and (d) hereof, as of the effective date of such termination, all of the University's obligations to the Employee under this Agreement subsequent to that date shall cease. In no case shall the University be liable to the Employee for the loss of any collateral or outside business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other source whatsoever.

6.02. Termination by Employee.

The Employee understands that his/her promise to remain employed as Head Coach for the entire term of this Agreement is of the essence of this Agreement to the University. The Employee also understands that the University is making a highly valuable investment in his/her continued employment by entering into this Agreement and that its investment would

be lost were he/she to resign or otherwise terminate his/her employment with the University prior to the expiration of this Agreement. In recognition of these understandings, the parties agree that while the Employee may, nevertheless, terminate this Agreement prior to its normal expiration, such termination shall be only upon the following terms and conditions:

a. Written Notice by Employee. Subject to the provisions of Article 7.01, the Employee may terminate this Agreement during the Term by giving the University at least thirty (30) days' advance written notice of the termination of his/her employment with the University. Such termination by the Employee must occur at a time outside the Program's team's playing season and recruiting contact periods, as defined by the NCAA, so as to minimize the impact of such termination upon the Program.

b. Effect of Termination by Employee. If the Employee terminates this Agreement prior to its expiration pursuant to Article 6.02(a), all compensation and other obligations owed by the University to the Employee under this Agreement will be terminated on the effective date of the Employee's termination, except such sums as are earned by and are still owing to the Employee prior to the effective date of the Employee's termination. The provision of this Article 6.02(b.) shall be without prejudice to any right the University may have under applicable law.

In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as but not limited to camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever, that may ensue as a result of the Employee's termination of this Agreement.

c. In the event the Employee terminates this Agreement, the Employee shall pay to the University, as liquidated damages, an amount equal to the Employee's Base Salary for the period remaining in the Term of this Agreement and, if the Employee terminates this

Agreement prior to January 1, 2015, Employee shall pay to the University an additional \$1,000,000.00.

d. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University is hiring Employee as Head Coach with the Employee's assurance that he/she would serve the entire term of this Agreement, a long-term commitment by the Employee being critical to the University's desire to run a stable athletic program. The Employee's termination of this Agreement prior to the end of its Term causes disruption to the Program and places University and its Program at a competitive disadvantage and causes damages and injury to the University. The parties further agree that payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for damages and injury suffered because of such termination by the Employee. The foregoing shall not be, nor be construed to be, a penalty.

ARTICLE VII – RESTRICTIVE COVENANTS

7.01 Employee May Not Seek or Accept Other Coaching Position Without Notice to the University.

The parties agree that in the course of employment, Employee will have access to confidential information regarding the Athletic Department and its programs that could be used by other institutions to place the Program's team at a competitive disadvantage. Employee shall not provide, and is prohibited from providing, any such confidential information to other institutions, their coaches, employees, student athletes, agents or representatives. The parties agree that should another coaching opportunity be presented to the Employee or should the Employee be interested in another position as a coach at any institution of higher education which is a member of the NCAA or the NAIA, or any team participating in any professional league or conference in the United States or elsewhere,